



claim arises under the laws of the United States. Specifically, Plaintiff brings this action to enforce her rights under ERISA as allowed by 29 U.S.C. §1132.

4. Venue in the Western District of North Carolina is appropriate by virtue of The Lincoln National Life Insurance Co doing business in this district.

#### FACTUAL ALLEGATIONS

5. At all times relevant to this action, Plaintiff has been a covered beneficiary under a group LTD benefits policy issued by The Lincoln National Life Insurance Co through her former employer, Charter Communications, Inc.

6. Under the terms of the policy, the Charter Communications, Inc. Plan was issued through The Lincoln National Life Insurance Co.

7. Defendant, The Lincoln National Life Insurance Co., has a fiduciary obligation to Plaintiff to administer the Plan and policy fairly and to furnish long term disability benefits according to the terms of the policy, subject to conditions and limitations not applicable to this action.

8. Plaintiff is a sixty-two year old female who worked for Charter Communications, Inc. for thirty-one years as a communications coordinator. Toward the end of her employment history, the claimant's conditions worsened and she was unable to perform her job duties as normally required and expected. As of November 25, 2020, her multiple conditions rendered her incapable of performing her work activities on a sustained basis, i.e., 8 hours per day, 40 hours per week. She thereafter applied for short term disability benefits administered by Sedgwick Claims Management Services which were approved and paid to the end of the short term disability period. Plaintiff thereafter applied for long term disability benefits with The Lincoln National Life Insurance Co. which were approved and paid through November 17, 2021, at which time they were wrongfully terminated. Plaintiff filed timely appeals that resulted in an ultimate denial decision dated August 9, 2022. Plaintiff has thus exhausted her administrative remedies.

9. Plaintiff submitted substantial medical information to Defendant conclusively establishing that she continues to be disabled as defined within the applicable Plan documents from medical providers including John Sensenbrenner, MD, Board certified in internal medicine; Andrea Diedrich, MD, Board certified neurologist; William Branner III, MD, Board certified ophthalmologist; Hugh Lovejoy, MD, Board certified otolaryngologist; Michael Bates, MD, Board certified orthopedist; along with a comprehensive functional capacity evaluation performed by Columbia Rehabilitation Clinic, Inc., all of which conclusively established that the claimant cannot perform the usual and customary duties of her own occupation with her impairments eroding her occupational base so as to prevent the performance of any occupation for which the Plaintiff is capable on a sustained basis. Defendant has breached its fiduciary duty in determining that Plaintiff was capable of returning to work activity and wrongfully denied her request for long term disability benefits.

10. Plaintiff has now exhausted her administrative remedies, and her claim is ripe for judicial review pursuant to 29 U.S.C. § 1132.

WRONGFUL DENIAL OF BENEFITS  
UNDER ERISA, 29 U.S.C. §1132 FOR THE FOLLOWING REASONS:

11. Defendants have wrongfully denied LTD benefits to Plaintiff in violation of the Plan provisions and ERISA for the following reasons:

- a. Plaintiff is totally disabled, in that she cannot perform the material duties of her own occupation, and she cannot perform the material duties of any other occupation which her education, training or experience would reasonably allow;
- b. Defendant failed to accord proper weight to the evidence in the administrative record showing that Plaintiff is totally disabled;
- c. Defendant's interpretation of the definition of disability contained in the policy is contrary to plain language of the policy, unreasonable, arbitrary and capricious; and
- d. Defendant has violated its contractual obligation to furnish long term disability benefits to Plaintiff.

WHEREFORE, Plaintiff prays the Court:

1. Grant Plaintiff declaratory and injunctive relief, finding that she is entitled to long term disability benefits under the terms of the Plan.
2. Enter an order awarding Plaintiff all reasonable attorney fees, expenses, and statutory interest incurred as a result of Defendants' wrongful denial in providing coverage.
3. Enter an award for such other relief as may be just and appropriate.

Dated this 24th day of August, 2022.

/s/ Robert A. Whitlow  
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